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practitioner, despite the hope expressed in the preface that it will be equally useful to all three. The opening chapters on general principles and transfer of title are admirable for this purpose. They will be especially helpful in making it clear how far the various questions involved are of fact or of law. But, unfortunately, with the more complex questions raised by inspection and warranty the discussion becomes far less clear. Failure to inspect is discussed in one breath as a waiver of condition to a suit by the seller, and in the next as a factor in defending a suit brought by the buyer. Similarly on page 175 we are told that a warranty is something that "does not relate to title" and that "the goods could not be rejected for breach of it." Yet on page 182 the reader is told that "there is rather hopeless conflict as to whether property purchased can be returned for breach of warranty." It is no answer that the trained lawyer might detect Professor Waite's meaning despite such apparent conflicts — the student will probably be quite at sea. As if to make sure of this result the author, for some unexplained reason, has placed the discussion of actions by the buyer for damages for breach of warranty in a section entitled "Title, but not Possession, Acquired by Buyer."

The point, however, which will probably cause most disagreement with the author is his almost complete disregard of the various Uniform Acts. From the beginning to the end of the text there is not a single word of comment on the Sales Act, and with one exception (p. 206) the footnotes are confined to a bare citation to the proper sections. It is true that the Act appears in the Appendix, and that the author in his introduction to it states that it is unnecessary to comment on it, as "the reader can interpret it equally well for himself." But this assumption, whether or not it is true for the lawyer, is more than doubtful for the student or layman. Will such readers notice that Sec. 5 (3) may conceivably have some bearing on the doctrine of potential ownership? Or that Sec. 62 introduces a wholly new notion as to stoppage *in transitu* against a *bona fide* purchaser for value of a non-negotiable bill of lading? Or that Sec. 20 (4) raises some very interesting problems as to the possible "negotiability" under certain circumstances of goods formerly represented by a negotiable bill of lading indorsed in blank? As for the Bills of Lading Act, it is referred to exactly once (p. 211 n.), where the reader is told to see "the related provisions" of that act — a rather vague direction, as the act is seemingly cited as foundation for the statement that according to some authority "the buyer of a bill of lading in possession of the seller is no better off than he would have been had the seller merely possessed the goods themselves." Not a single reference is made to the Warehouse Receipts Act so as to give the reader notice of it and enable him to try his hand at interpreting it for himself. But the most surprising feature is probably the fact that the author is able to pass through the entire topic of conditional sales without any hint of the Uniform Act on that subject. The increasing importance of these Acts will mean a sharply limited period of usefulness for Professor Waite's book.

E. W. PUTTKAMMER.

WILLS, ESTATES, AND TRUSTS. A manual of law, accounting, and procedure, for executors, administrators, and trustees. By Thomas Conyngton, Harold C. Knapp, and Paul W. Pinkerton. New York: The Ronald Press Company. 1921. Vol. I, pp. xviii-355; Vol. II, pp. xii, 356-825.

What Mr. Newhall has done for Massachusetts these co-authors have endeavored to do for all jurisdictions; and they have succeeded in producing a valuable practical manual of general principles of the law of Wills, Estates, and Trusts. The two volumes contain about seven hundred pages of text, and in addition to a collection of forms, between five hundred and six hundred

judicial decisions cited in the appendix. The book, therefore, brings the reader in closer touch with the trend of the cases than most manuals. The first volume in two parts covers the making of a will and the settling of an estate, and in the last part the difficult questions of taxation. The second volume discusses trusts, banks, and trust companies as trustees, and contains a particularly useful treatment of accounting for estates of decedents by Mr. Pinkerton, C. P. A. The forms in Part VII are also to be commended. It is a book from which to get hints and good advice, practical and ethical, even though larger treatises may have to be resorted to for the preparation of a brief. And the lawyer who wishes to make sure that he has overlooked no general point of importance will find these clearly written little volumes of considerable assistance. We question, however, whether it would not have been better to confine the scope of the book to a single jurisdiction as Mr. Newhall has done. The price, eight dollars, seems high. J. W.

BOOKS RECEIVED

THE CONFERENCES OF 1899 AND 1907. Index Volume. The Proceedings of the Hague Peace Conferences. pp. viii, 272. New York: Oxford University Press.

THE CONSCRIPTION SYSTEM IN JAPAN. By Gotaro Ogawa. Carnegie Endowment for International Peace. pp. xiii, 245. New York: Oxford University Press.

HISPANICAE ADVOCATIONIS LIBRI DUO. By Alberico Gentili. Classics of International Law. Volume I, pp. 44a, 274; volume II, pp. XI, 284. New York: Oxford University Press.

PROBLEMS OF PEACE AND WAR. Transactions of the Grotius Society. Volume VII. pp. xlii, 166. London: Sweet and Maxwell, Ltd.

THE HISTORY AND NATURE OF INTERNATIONAL RELATIONS. Georgetown Foreign Service Series. Edited by Edmund A. Walsh. pp. 299. New York: Macmillan and Company.

HISTORY OF PUBLIC POOR RELIEF IN MASSACHUSETTS. By Robert W. Kelso. pp. 200. Boston: Houghton, Mifflin Company.

GENERAL THEORY OF LAW. By N. M. Korkunov. Second edition. pp. xxviii, 524. New York: Macmillan and Company.

THE HAGUE RULES 1921 EXPLAINED. By Sanford D. Cole. pp. xii, 114. London: Effingham Wilson.